

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE EASEMENT**

To Seller: All Iowa Home Center, LLC
 2335 230th Street
 Ames, Iowa 50014-6303

1. **Property Description.** The City of Ankeny, Iowa, on behalf of the State of Iowa intends to acquire the easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached Exhibit, and is, by this reference, made a part hereof.
2. **Price.** The City of Ankeny agrees to pay \$1,845.00, calculated as follows:

Temporary Easement: 4186 s.f. x \$2.17 x 10% x 2 years \$1,845.00
3. **Purpose of the Acquisition.** Seller will grant to the State of Iowa a temporary easement for the purpose of the IA 160/SE Oralabor Road and SE Delaware Avenue Roadway and Traffic Signal Improvements. The Acquisition Plat attached to this Agreement illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
4. **Real Estate Taxes.** The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. **Possession.** Possession shall be upon receipt of funds.
6. **Conveyance.** Upon payment of the purchase price, Seller shall convey the easement to the State of Iowa, in accordance with the form provided by the City.
7. **Time is of the Essence.** Time is of the essence in this contract.
8. **Contract Binding on Successors-in-Interest.** This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. **Construction.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.
10. **Execution of Offer.** This Offer is executed by the City of Ankeny, Iowa, on behalf of the State of Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Parcel 42

Dated at Ankeny, Iowa, this 12th day of August, 2016.

FOR THE CITY OF ANKENY, IOWA

By: Amy S. Beattie
Amy S. Beattie, City Attorney

THIS OFFER IS ACCEPTED on this 12 day of August, 2016.

By: Kenn Kyte - All Iowa Home Center
By: Yvonne King

Approved by the City Council of the City of Ankeny on the _____ day of _____,
2016, by Resolution No. _____.

By: _____
Gary Lorenz, Mayor

Attest: _____
Pamela DeMouth, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry, P.C., 6701 Westown Parkway, Suite 100, West Ankeny, IA 50266 (515) 963-3541

**TEMPORARY EASEMENT FOR CONSTRUCTION AND
CONSTRUCTION-RELATED ACTIVITIES**

All Iowa Home Center, LLC (hereinafter referred to as the "Grantor"), in consideration of One Thousand Eight Hundred Forty-five and No/100 Dollars (\$1,845.00), to be paid by the City of Ankeny, Iowa, upon final approval and acceptance of this Easement, does hereby convey unto the State of Iowa (hereinafter referred to as the "State"), a Temporary Easement for Construction under, over, through and across the following described property.

See Acquisition Plat attached hereto as Exhibit "A"

(hereinafter referred to as the "Easement Area"). Said Easement allows the State, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the IA 160/SE Oralabor Road and SE Delaware Avenue Roadway and Traffic Signal Improvements Project, which purpose includes any and all construction-related activities.

It is understood that, upon completion of this project, the State shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the State and/or permitted parties during the course of construction, except that the following items shall not be restored by the State or permitted parties but are instead compensated for the consideration paid for in this Easement by the State as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Ankeny and shall be subject to the following terms and conditions to which the State, upon acceptance of this instrument, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the State's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify State against any such claims as a result of this project, unless the claim is due to State's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the State and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.

4. **SPECIAL PROVISIONS.** The property owner has the right to renegotiate construction or maintenance damages in accordance to Iowa Code Section 6B.52.

Signed this 12 day of August, 2016.

GRANTOR:

All Iowa Home Center, LLC

By: All Iowa Home Center - Kevin Kinzler
Name: Kevin Kinzler
Title: manager

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor's wish to **donate** this temporary easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

ACCEPTANCE BY CITY:

I, Pamela DeMouth, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Pamela DeMouth
City Clerk of the City of Ankeny, Iowa